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accord with other cases on this point. *Glazier* v. *Douglass*, 32 Conn. 393; *Hollingsworth* v. *Tanner*, 44 Ga. 11; *Baubien* v. *Stoney*, Speer's Eq. (S. C.) 508.

TORTS — INTERFERENCE WITH BUSINESS OR OCCUPATION — INJUNCTION AGAINST INJURY TO CONTRACT RIGHT BY THIRD PARTY. — An Ohio corporation was under contract to furnish complainant, a New Jersey corporation, with certain machines. The defendants, striking employees of the Ohio company, by force and intimidation prevented other employees from working, thus incapacitating the company from performing its contract with complainant. No injury to the New Jersey corporation was intended or contemplated. *Held*, that the New Jersey corporation has a separate cause of action against defendants, and an injunction will issue at its suit. *Niles-Bement-Pond Co.* v. *Iron Molders' Union*, 246 Fed. 851.

For a discussion of this case, see Notes, page 1019.

TRUSTS — *CESTUI'S* INTEREST IN THE *RES* — RIGHT TO SUBSCRIBE FOR STOCK AN ACCRETION TO CAPITAL. — Stock was held in trust, the income to be paid to a life tenant, the *corpus* on his death to go to a remainderman. The corporation increased its capital, and offered the new issue of stock to its stockholders at par, in proportion to their holdings, no dividend accompanying this right to subscribe. The trustee, having sold this right, brought an action to determine the interests of the life tenant and remainderman in the proceeds. *Held*, that the proceeds are an accretion to the capital, and not income. *Baker* v. *Thompson*, 168 N. Y. Supp. 871.

It seems clear that if the trustee holds an available fund in addition to the stock, on the same trust, an application of the fund to the purchase of the new issue would be merely a change in the form of the trust *res*. Any profit realized by this purchase could not be considered income. *Hyde* v. *Holmes*, 198 Mass. 287, 84 N. E. 318. The same is true where stock is bought and sold at a profit, the increase remaining part of the *corpus*. *In re Robert's Will*, 82 N. Y. Supp. 805. If, then, instead of subscribing to the new issue at par, the trustee sells this right, it would follow that the sum realized becomes part of the *corpus* of the trust. *In re Kernochan*, 104 N. Y. 618, 11 N. E. 149; *Greene* v. *Smith*, 17 R. I. 28, 19 Atl. 1081. The rule is the same in England. *Sanders* v. *Bromley*, 55 L. T. (N. S.) 145. The court in the principal case very properly points out, however, that the life tenant is entitled to the interest on the proceeds. See *Atkins* v. *Albree*, 12 Allen (Mass.), 359.

TRUSTS — VESTING OF *CESTUI'S* RIGHTS ON DISCHARGE IN BANKRUPTCY — EFFECT AGAINST CREDITORS. — A testator bequeathed money in trust to pay the income to his son for life with a remainder over to others, subject to the condition that the son should receive the principal when he became able to pay his just debts from resources other than the principal. The son went into voluntary bankruptcy and received his discharge. The trustee in pursuance of a decree of the court paid him the principal. Thereafter the estate of the bankrupt was reopened, and the trustee in bankruptcy sought to reach the fund. *Held*, that the right to the fund did not pass to the trustee in bankruptcy under section 70 *a* (5) of the Bankruptcy Act. *Hull* v. *Farmers' Loan & Trust Co.*, 245 U. S. 312.

English courts have uniformly held void a provision in either a will or deed that a life interest therein appointed shall not be subject to the claims of creditors. *Brandon* v. *Robinson*, 18 Ves. 429; *Graves* v. *Dolphin*, 1 Sim. 66; *Snowden* v. *Dales*, 6 Sim. 524. But the trustee may be given an arbitrary discretion in applying the fund. *Chambers* v. *Smith*, 3 A. C. 795. Or provision may be made for forfeiture of the interest upon bankruptcy. *Manning* v. *Chambers*, 1 De G. & Sm. 282; *Hatton* v. *May*, 3 Ch. D. 148; *In re Bullock*,